



# **City of Kirkland**

## **Request for Proposal**

### **Client Project Manager for Enterprise Resource Planning (ERP) Implementation Project**

**Job # 51-16-IT**

**Issue Date: November 2, 2016**

**Due Date: November 21, 2016 – 4:00 p.m. (Pacific Time)**

## REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

### **Client Project Manager for Enterprise Resource Planning (ERP) Implementation Project**

File with Purchasing Agent, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033 as follows:

Proposals received later than **4:00 p.m. November 21, 2016 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

The Service Provider(s) ultimately awarded a contract will be required to sign and comply with City of Kirkland Information Technology Vendor Security policy and a Non-Disclosure Agreement.

**Dated this 2<sup>nd</sup> Day of November, 2016**

Greg Piland  
Purchasing Agent

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## General RFP Information

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### Section I: General RFP Information

#### I.1 RFP PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from interested and qualified proposers, individuals or firms, to provide an experienced and dedicated Client Project Manager to manage the implementation of an Enterprise Resource Planning (ERP) solution.

The City's preference is to select and begin implementation of a replacement ERP solution in the second quarter of 2017.

#### I.2 INTRODUCTION

The City of Kirkland (City) is located across Lake Washington from Seattle, Washington, just north of Bellevue with some contiguous borders. The City is the second largest city on the east side of Lake Washington, and the thirteenth largest in the State of Washington, with a population of approximately 84,000. A full community profile can be found at [www.kirklandwa.gov](http://www.kirklandwa.gov).

#### I.3 BACKGROUND

The City currently uses SunGard's Integrated Financial Accounting System (IFAS) for its Financial, Human Resources and Payroll modules. The version of IFAS that the City is running is near the end of support. The Utility Billing solution used by the City is Accela Springbrook and the Business License module is Tyler EnerGov. For Central Cashiering, the Police Department uses IFAS and the rest of the City uses Springbrook.

The City is currently conducting a Request for Proposal process for replacement of the IFAS system and the option to replace the Utility Billing, Business License and Cashiering functions in Springbrook and EnerGov. Vendor and solution selection for this RFP process will complete by the end of the first quarter of 2017. The City plans to begin implementation the beginning of the second quarter of 2017 and wishes to engage an experienced Client Project Manager (CPM) in early 2017 to begin the implementation project planning to align with the desired implementation schedule.

#### I.4 OBJECTIVES

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The City is seeking an independent, experienced Client Project Manager that will ensure a timely, professional and cost-effective implementation of its selected ERP solution. The City expects the individual or firm to perform the project management services through the duration of the project which is expected to be a phased implementation spanning two (2) years.

The City will consider proposals from single Service Providers or from multiple Service Providers working as a team. In the event multiple Service Providers submit a proposal together, the City expects that there will be one prime contact that will be responsible for the whole project and for coordinating the work of the other Service Providers.

The ideal Service Provider(s) shall have experience in successfully project managing large-scale system implementation projects for local government agencies of similar size to the City and/or larger agencies.

The City seeks to engage a Service Provider that can meet the following objectives;

1. Commit a single Client Project Manager throughout the duration of this project. A single company can nominate multiple managers to the City, each to be evaluated on their own merits;
2. The project manager will be expected to adhere to the City's schedule and budget in the context of project management best practices;
3. Availability to start the proposed Client Project Manager by January 1, 2017 to be prepared and have project management structure in place to meet the City's desired solution implementation schedule (which is no later than April 1, 2017);
4. Provide and adhere to a detailed Scope of Work that ensures quality, timeliness, transparency and accountability to the City Executive Team and the ERP Implementation Steering Team;
5. Engender communication between selected ERP system vendor, City project team and ERP Implementation Steering Team;
6. Manage project change and apply knowledge of organizational change management;

### **Minimum Proposer Requirements**

All Proposers must:

1. Provide resume(s) of proposed Client Project Manager;
2. Offer a fixed cost for project services;
3. Have no record of unsatisfactory performance, with no seriously deficient current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer;
4. Demonstrate the ability to maintain adequate files and records to meet project reporting requirements;
5. Possess the administrative and fiscal resources to capably manage the proposed services and to ensure adequate documentation of costs, time spent, change orders and issues encountered through resolution throughout project;
6. Be experienced in providing this type of enterprise-wide service; dedicated candidate should ideally possess the Project Management Professional (PMP) credential;

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7. Have experience with ERP systems, including Finance, Budgeting, Human Resources and Payroll departments;
8. Have experience with local government agencies;
9. Provide references of a minimum of three (3) clients, including one comparably-sized public agency; preferably a city, involving direct delivery of services that demonstrate the ability of the Proposer to provide project management services of the scope outlined in this RFP. All references must have names, titles and phone numbers;
10. Identify in advance any ERP products or implementers with which the project manager will not engage;
11. Affirm independence from or describe nature of relationship with potential ERP software vendors;
12. Meet other presentation and participation requirements listed in this RFP.

### I.5 SCOPE OF WORK

The City is seeking an experienced full-time, on-site, dedicated CPM, with expertise in enterprise financial system implementation, to manage the implementation of a new city-wide ERP System and serve as the advisor to the Project Leader and Executive Steering Committee of the project. The Project Leader will work closely with the CPM coordinating City decision-making, change management processes and interfacing with the ERP Implementation Steering Committee. The ERP Implementation Steering Committee is composed of six (6) members:

- 1) Tracey Dunlap, Deputy City Manager, Project Sponsor
- 2) Michael Olson, Finance & Administration Director
- 3) James Lopez, Human Resources Director
- 4) Brenda Cooper, CIO
- 5) Karen Mast, IT Manager – Enterprise Applications and
- 6) Lyanne Ma, Sr. Applications Analyst/Programmer.

The professional services of the ERP Client Project Manager to be provided are organized into four phases with the CPM responsible for providing services throughout the four phases. The four phases are described below. Services to be provided by the CPM include may also include additional items as identified by the final Scope of Work as determined by the City during contract negotiations. City reserves the right to modify the Scope of Work and services provided by the Service Provider.

1. Providing the Project Leader and ERP Implementation Steering Committee with an independent, unbiased view on the status and progress of the project;
2. Directing both the implementation vendor and City implementation team to take action to ensure the contract objectives are met and the project completes on time and within budget;

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3. Validating the implementation vendor's project management plan, as well as any additional component parts or plans developed by the vendor and/or City implementation team
4. Creating an overall project schedule for the City implementation team that synchronizes with the implementation vendor project schedule and milestones and recommending changes to the Project Leader and ERP Implementation Steering Committee as necessary;
5. Managing execution of the project plan by both the implementation vendor and the City; identifying risks and issues with the implementation project and presenting these and recommended actions to the Project Leader and ERP Implementation Steering Committee;
6. Reporting project status, project schedule progress and completion of project milestones, independent of the implementation vendor, to the Project Leader and ERP Implementation Steering Committee;
7. Assuring project budget and expenditures are properly accounted for and reported
8. Identifying all issues that arise that are outside scope of adopted plan, communicating to appropriate parties and assuring prompt decision-making and resolution;
9. Managing all aspects of the finalized City Scope of Work between the chosen implementation firm and the City, including but not limited to the scope of work, installation plan, configuration plan, issues log, risk log, change control plan, deliverable expectation documents, test plan and system acceptance plan;
10. Recommending timely, specific and detailed corrective action plans where needed;
11. Managing ongoing corrective action status reports;
12. Developing a "lessons learned" report on project completion noting the aspects of project implementation that worked well and those that did not, with recommendations for changes in City practice;
13. Enhancing acquired modules, as warranted and approved;
14. Implementing additional modules, as warranted and approved.

### **Phase I –Initial Project Management Services**

This phase shall provide an initial assessment and quality assurance of the project for work performed to date; i.e., Request for Proposal, as well as an evaluation of the project management structure, processes, tools and current state. Additionally, the Project Manager will review and evaluate system proposals and serve on the selection committee that will make recommendations to the ERP Implementation Steering Committee.

#### **Key Activities for Phase I:**

1. In a coordinated effort with the Project Leader and ERP Implementation Steering team ensure the contract with the selected ERP vendor is written to allow the implementation project to be properly managed and monitored;
2. Conduct interviews with key project stakeholders;
3. In conjunction with the City implementation team and implementation vendor, create and issue requested data and project management elements, such as:
  - a. Project Charter;

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- b. Baseline Project Plan and schedule (including phases of implementation for business functions if appropriate for system implementation and manageability);
  - c. Milestone definitions and exit criteria;
  - d. Project status reporting templates and communication plan;
  - e. Project team structure, roles and responsibilities;
  - f. Project objectives and metric definitions;
  - g. Project governance and change management processes and tools;
  - h. Risk management processes and tools;
4. Review of system integrator's methodology and approach for system configuration and implementation;
5. Review project budget and business case;
  - a. Resource requirement analysis and resource plan;
  - b. Project budget forecast and projections;
  - c. Budget scenario/sensitivity analysis;
6. Review vendor contracts for adequacy, implementation, effectiveness and risk assessment to project objectives and project schedule.

### **Phase II – On-Going Project Implementation Management Services**

This phase requires a lead project management role providing best efforts to assure a successful implementation of the ERP System, project management expertise for the duration of the project and reporting critical issues as requested by the Project Leader or ERP Implementation Steering Committee while supporting key project milestones and deliverables, with particular emphasis in the areas of scope, schedule and cost containment.

#### **Key Activities for Phase II:**

1. Develop and manage the project plan and schedule, manage both internal and external resources, validate project status, assess whether implementation team assignments are being completed in a timely fashion and identify potential risks;
2. Manage project phases for business functions and make recommendations for to ensure each business function is properly supported for implementation;
3. Monitor project budget and business case to validate impacting cost and resource constraints;
4. Manage project scope and ensure change orders are kept to a minimum;
5. Evaluate effectiveness of governance and change management process, providing recommendations to ERP Implementation Steering Team;
6. Create issue and risk logs to ensure risks have been appropriately identified and that mitigation measures are feasible and appropriate
7. Conduct interviews with Project Leader and ERP Implementation Steering Committee, implementation team and stakeholders to validate that concerns, issues and risks are being appropriately identified and managed;
8. Assist with or review business processing mapping and documentation;
9. Periodically evaluate project risks and generate recommended list of mitigation options for corrective action;



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10. Review quality of deliverables completed as identified in the project work plan, and obtain correction where necessary;
11. Develop and deliver monthly reports of key findings;
12. Present milestone reports to the ERP Implementation Steering Committee;
13. Attend ERP Implementation Steering Committee meetings as necessary.

Activities for Phase II – On-going Project Implementation Management Services will be performed and updated throughout the project.

### Phase III – Pre Go-Live Readiness by Business Function

This phase requires participation in an in-depth readiness assessment performed prior to implementation of each identified business function phase of the implementation of the ERP system. Each phase will prepare for and execute a System Pilot and have Go-Live milestones to identify potential risks and evaluate the City's level of preparation for a successful Go-Live by business function phase.

Key Activities for Phase III:

1. Integrated Testing and Training Readiness Check
  - a. Evaluate system test strategy and plan
  - b. Evaluate data conversation strategy and plan
  - c. Plan training strategy
  - d. Evaluate organizational change management plan
  - e. Evaluate data conversation progress and test results
  - f. Evaluate system performance tests
  - g. Evaluate development and configuration progress
  - h. Evaluate system readiness plans
  - i. Evaluate workforce transition and organizational readiness plan
  - j. Evaluate plan for conducting integrated testing and training
2. Go-Live Readiness
  - a. Review and determine organizational readiness including the following items, taking corrective action where necessary:
  - b. Training status
  - c. Cutover plan
  - d. System integration readiness
  - e. Data conversion
  - f. Post implementation plan
  - g. Validate operability of critical functions
  - h. Validate plan and progress for system security and access
  - i. Define Rollback plan

Activities for this Phase III Go-Live Readiness by Business Function will be repeated as necessary depending on the number of business function phases.

### Phase IV – Post-Implementation Evaluation

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This phase requires oversight of System Go-Live and cutover by business function, with post-implementation monitoring, working with the implementation team to compile and troubleshoot issues and fixes with the system vendor, helping to identify additional training needs and producing a management review of the implementation project to the ERP Implementation Steering Team.

### I.6 CURRENT ENVIRONMENT

The City has approximately 573 full time employees, 591 PCs and 75 servers. City employees are located at 4 primary locations, all connected by fiber. There are also 9 additional locations which house City employees. Voice and data needs for these sites are served by fiber.

The City's standard network operating system is Windows Server 2008/2012. The standard desktop operating system is Windows 7 and mobile computers on Windows 10. The City will migrate to Office 365 in 2017. SharePoint is used to generate dashboard views for some Management data outside of the financial system. The data backbone is Cisco 10/100/1000 and 10 gigabit switches, firewalls and routers.

City servers are split between a small internal server room in the City Hall building the Kirkland Justice Center and five leased racks in the City of Bellevue data center. Both data centers are configured as limited access, raised floor and controlled environments. The standard configuration is rack mounted Dell servers with redundant power supplies, SCSI controllers and built-in Ethernet 10/100/1000 and a few dedicated 10G network cards. There are a total of seventy five servers. Forty six servers are hosted by three VMWare host servers. Twenty one servers (a mix of virtual and stand-alone) are connected to a NETAPP3220 SAN with replication to a NETAPP2240. The typical configuration on the SAN consists of two mirrored RAID 1 sets for direct attached storage and redundant path fiber channel connectivity. The Network is a managed TCP/IP switched Ethernet architecture with fiber connectivity between geographically dispersed locations. All servers are backed up on a regular schedule utilizing a CommVault backup to disk system with the disk target located on a NETAP2240, and all have Microsoft Forefront Endpoint Protection and Microsoft SCCM management agents/software installed.

The City also maintains a wireless network. The wireless network is a CISCO solution consisting of fifteen 1500 series outdoor mesh and forty-eight 2600 series indoor access points. There are two primary SSID's (one for public access, one for corporate access). All configuration and management is handled centrally via CISCO WLC5508 controllers configured in an HA pair. The 2600 series access points are located throughout all City owned buildings and the 1500 series MESH access points are located in the downtown business area and nearby parks.

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### I.7 OFFICIAL CONTACT AND PROPOSAL SUBMISSION ADDRESS

Upon release of this RFP, all Vendor communications concerning the RFP should be directed to the City's RFP Coordinator listed below. Unauthorized contact regarding this RFP with any other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Service Providers should rely only on written statements issued by the RFP Coordinator. The City's RFP Coordinator for this project is:

**Name:** Karen Mast  
**Address:** City of Kirkland, Information Technology  
123 5<sup>th</sup> Avenue, Kirkland, Washington 98033  
**E-mail:** kmast@kirklandwa.gov

**Proposals must be received at the following address by no later than 4:00 pm PDT on November 21, 2016:**

City of Kirkland  
Attn: Purchasing Agent-Job #51-16-IT  
123 5<sup>th</sup> Ave  
Kirkland, WA 98033

### I.8 PROCUREMENT SCHEDULE

The procurement schedule for this project is provided in the following table. The City reserves the right to adjust this schedule as necessary:

Milestone	Deadline
RFP Issue Date	November 2, 2016
Submit Questions Regarding RFP	November 7, 2016
City Response to Questions	November 10, 2016
Proposals Due from Participating Service Providers	November 21, 2016
Service Provider Short List Identified (if necessary)	November 30, 2016
Short List Interviews(if necessary)	December 7-8, 2016 Please reserve these dates
Contract Negotiations	Completed by 12/31/16
Work Commences	January 2017

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### I.9 EVALUATION PROCEDURES

The RFP coordinator and other staff will evaluate the submitted proposals.

#### **Best Value Evaluation Process**

The City realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the City. While cost may not be the primary factor in the evaluation process, it is an important factor. Cost is an important factor in the evaluation process, but the City is not obligated to accept the lowest cost proposal. At the City's discretion, considerations other than price may factor into a decision as to which services (and product, if applicable) provide the best value to the City. Such considerations may include:

1. Qualifications and availability of key staff and relevant project experience;
2. Past performance and client references;
3. Value added services;
4. Any other relevant factors listed in the solicitation.

### I.10 TERMS AND CONDITIONS

#### **RFP AMENDMENTS**

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

#### **PROPOSAL ACCEPTANCE**

The City reserves the right to accept the bid, bids or parts of a bid deemed most advantageous to the City. If applicable, the City reserves the right to request from the software Service Provider a different implementation provider.

#### **COOPERATIVE PURCHASING**

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the Service Provider agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

#### **RECORDINGS**

The City reserves the right to record and/or videotape all Webinars, Web demos, conference calls, demos or other communications relative to this RFP.

## **General RFP Information**

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### **SERVICE PROVIDER'S COST TO DEVELOP PROPOSAL**

Costs for developing proposals in response to the RFP are entirely the obligation of the Service Provider and shall not be chargeable in any manner to the City.

### **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

### **REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES**

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

### **PROPOSAL VALIDITY PERIOD**

Submission of the proposal will signify the Service Provider's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful Service Provider.

### **CITY LICENSE**

The Vendor awarded said contract will be required to purchase a City Business License.

### **PUBLIC DISCLOSURE NOTICE**

Under Washington State law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence.

If the City receives a request for inspection or copying of any such documents provided by a Vendor in response to this RFP, it will promptly notify the Vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the Vendor of the date the City intends to disclose the documents requested and affording the Vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

Any information contained in the proposal that the Service Provider desires to claim as proprietary or confidential, and exempt from disclosure must be clearly designated, including identifying the page and particular exception(s) from disclosure. The City will try to respect all

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material identified by the Service Provider as being Proprietary or Confidential, but requests that Service Providers be highly selective of what they mark as Confidential. The City will make a decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential or proprietary.

Marking the entire proposal as proprietary or confidential, and therefore, exempt from disclosure will NOT be accepted or honored and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the City.

Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence, the information is publicly available, the information is already in the City's possession, the information is obtained from third parties without restrictions on disclosure or the information was independently developed without reference to the Confidential information.

### **ACQUISITION AUTHORITY**

This RFP and acquisition are authorized pursuant to KMC 3.85.200 and RCW 39.04.270.

### **CONTRACT AWARD AND EXECUTION**

- ◆ The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Service Provider can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- ◆ The general conditions and specifications of the RFP and as proposed by the City and the successful Service Provider's response, as amended by agreements between the City and the Service Provider, will become part of the contract documents. Additionally, the City will verify Service Provider representations that appear in the proposal.
- ◆ The Service Provider selected as the apparently successful Service Provider will be expected to enter into a Professional Services Agreement with attached Scope of Work with the City.
- ◆ The Service Provider agrees that this RFP, the Service Provider's response to the RFP (proposal) and a mutually agreed upon Statement of Work will be included as part of the executed contract.
- ◆ If the selected Service Provider fails to sign the contract within five (5) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked Service Provider.
- ◆ No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract or unless otherwise agreed to in writing by both parties.

### **OTHER COMPLIANCE REQUIREMENTS**

In addition to nondiscrimination and equal opportunity compliance requirements, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to,

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protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

### **OWNERSHIP OF DOCUMENTS**

Any reports, studies, conclusions, and summaries prepared by the Proposer shall become the property of the City.

### **CONFIDENTIALITY OF INFORMATION**

All information and data furnished to the Proposer by the City, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

## Vendor Instructions

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### Section II: Service Provider Instructions

#### II.1 LETTER OF INTENT

Service Providers wishing to submit proposals are encouraged (but not required) to provide a written Letter of Intent to propose by November 7, 2016. An email attachment sent to [kmast@kirklandwa.gov](mailto:kmast@kirklandwa.gov) is acceptable. Please identify the name, address, phone and email address of the person who will serve as the key contact for all correspondence regarding this RFP.

A Letter of Intent is required if a Service Provider would like to be directly notified with a list of the questions and answers that will be generated from the pre-proposal process.

#### II.2 SERVICE PROVIDER QUESTIONS

Service providers who request a clarification of the RFP requirements must submit written questions to the RFP Coordinator by 4 p.m. Pacific Time on November 7, 2016 via email to: [kmast@kirklandwa.gov](mailto:kmast@kirklandwa.gov). Responses to all questions submitted by this date will be posted to our website by 12:00 p.m. on November 10, 2016. The list of questions and answers will also be sent to those submitting a Letter of Intent to the City.

#### II.3 RFP RESPONSE FORMAT

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content, cost effectiveness of the proposal, and adherence to the presentation structure required by this RFP and not on volume. All proposals and accompanying documentation will become the property of the City and will not be returned. Proposals shall be easily recyclable; plastic and wire bindings are discouraged.

Proposals must be delivered by the date and time indicated in Section I.8 to the Purchasing Agent noted in this RFP. Proposals must be delivered in the following format:

- a. One original plus one hard copy, double-sided and bound with section separators on 8 ½ x 11 inch paper. No 3 ring binders.
- b. Two USB drives each containing the full RFP response, plus the Requirements Section 3 separately in MS Word format.



## Vendor Instructions

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Service Provider responses should be provided in the order and format outlined in the chart below. Your response should include each section detailed below in the order presented, separated with tab dividers. Use the numbering system noted in this table including Section and Sub-Section (e.g. 2.a, 2.b, 2.c, etc.).

Failure to address all items will impact the evaluation and may classify the response as non-responsive and preclude it from further consideration.

Section	Milestone	Deadline
--	Table of Contents	A Table of Contents that identifies the sections included in the RFP response.
1	Cover Letter	A transmittal letter addressed to the contact person on the cover of the RFP. The Proposal must be signed by an official authorized to legally bind the Service Provider.
2	Service Providers Qualifications and Experience	A review of the qualifications and experience of the Service Provider including the following: <ul style="list-style-type: none"><li>a. An overview description of the Service Provider's qualifications related to the requirements described in I.4 Objectives and I.5 Scope of Work.</li><li>b. Number of years the firm has provided the products and services outlined in the RFP.</li><li>c. Resume(s) of person(s) proposed as Client Project Manager.</li><li>d. Identify any services that will be outsourced to a sub-contractor. The Service Provider will be responsible for verifying the experience and qualifications for any outsourced work to sub-contractors. The Service Provider is also responsible for paying its employees and any sub-contractors the Service Provider hires.</li></ul>
3	Services Proposal and Proposed Scope of Work	Using the information outlined in I.4 Objectives and I.5 Scope of Work provide a proposal of your services and proposed Scope of Work for the Client Project Manager services in support of the ERP Implementation project.
4	Pricing	Using the form provided as Exhibit A, complete the pricing summary for proposed work. Pricing information supplied with the response must be valid for at least 180 days. All one-time and recurring costs must be fully provided. Provide estimates of total hours and hourly rates associated to each line item for services cost. Additional backup documentation that supports the pricing summary page should be provided in this section.
5	References	Using the form provided as Exhibit B, provide five references that are similar in size and project scope to the City. Three references shall be current customers and two references shall be past customers. Indicate the degree to which the references have implemented your solution.
6	Contract Performance	Indicate if during the past five years the Service Provider has had a contract terminated for convenience, non-performance, or any other reason, or has entered into legal action with a customer. Describe the situations including name and address of contracting party and circumstances.

## Vendor Instructions

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Section	Milestone	Deadline
7	RFP Exceptions	Using the form provided as Exhibit C, specifically identify exceptions to this RFP from any section. Identify a preferred workaround or alternative to each exception.
8	Non-Collusion Certificate	Complete the Non-Collusion Certificate form provided as Exhibit D.
9	Non-Disclosure Agreement	Complete the Non-Disclosure Agreement form provided as Exhibit E.
10	IT Vendor Security Policy	Review and complete the IT Vendor Security Policy as provided as Exhibit F.

Late proposals will be kept but not considered for award. Proposals must be sealed and clearly addressed and marked with the RFP number and title. Proposals may be mailed to the City, but must be received by the purchasing agent no later than the above stated date and time. Hand delivered proposals will be received at the front desk in the main lobby of the City.

## **Exhibits**

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### **Section III: Exhibits**

**Exhibit A – Pricing Proposal**

**Exhibit B – Customer References**

**Exhibit C – RFP Exceptions and Acceptance of Terms and Conditions of RFP**

**Exhibit D – Non-Collusion Certificate**

**Exhibit E – Non-Disclosure Agreement**

**Exhibit F – City of Kirkland IT Vendor Security Policy**

## Exhibits

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### Exhibit A – Pricing Proposal

Use the Pricing Summary forms for pricing information (hours and \$) for proposed solutions. This form will become Section 4 of your RFP response. Provide pricing for each scenario separately: a. Required Modules, b. Business License, c. Utility Billing, d. Optional Services. Additional documents can be provided as supporting information to the summarized information on these pages. Pricing must be fully comprehensive, complete and list any available

PROFESSIONAL SERVICES	HOURS	\$	ASSUMPTIONS
<b>Phase I –Initial Project Management Services</b>			
<b>Phase II – On-Going Project Implementation Management Services</b>			
Please indicate if your price is for all business function phases of the project or calculated by business function phase			
<b>Phase III – Pre Go-Live Readiness by Business Function</b>			
Please indicate if your price is for all business function phases of the project or calculated by business function phase			
<b>Phase IV – Post-Implementation Evaluation</b>			
<b>Administrative Fees</b>			
Travel, Mileage			
Document preparation			
Other			
<b>GRAND TOTAL</b>			

## Exhibits

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### Exhibit B – Customer References

Using the template provided, provide references for services proposed, including three current customers, and two prior customers.

#### CUSTOMER REFERENCES - EXISTING LIVE CUSTOMERS (3)

<b>Name of Customer:</b>	
<b>Contact Name/Title:</b>	<b>Telephone #:</b>
<b>Mailing Address:</b>	<b>Email:</b>
<b>Project Description and dates of work:</b>	<b>Project cost:</b>
<b>Other comments:</b>	

<b>Name of Customer:</b>	
<b>Contact Name/Title:</b>	<b>Telephone #:</b>
<b>Mailing Address:</b>	<b>Email:</b>
<b>Project Description and dates of work:</b>	<b>Project cost:</b>
<b>Other comments:</b>	

<b>Name of Customer:</b>	
<b>Contact Name/Title:</b>	<b>Telephone #:</b>
<b>Mailing Address:</b>	<b>Email:</b>
<b>Project Description and dates of work:</b>	<b>Project cost:</b>
<b>Other comments:</b>	

## Exhibits

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### CUSTOMER REFERENCES - PRIOR CUSTOMERS (2)

<b>Name of Customer:</b>	
<b>Contact Name/Title:</b>	<b>Telephone #:</b>
<b>Mailing Address:</b>	<b>Email:</b>
<b>Project Description and dates of work:</b>	<b>Project cost:</b>
<b>Other comments:</b>	

<b>Name of Customer:</b>	
<b>Contact Name/Title:</b>	<b>Telephone #:</b>
<b>Mailing Address:</b>	<b>Email:</b>
<b>Project Description and dates of work:</b>	<b>Project cost:</b>
<b>Other comments:</b>	

## Exhibits

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### Exhibit C –Acceptance of Terms and Conditions of RFP and RFP Exceptions

#### ACCEPTANCE OF TERMS AND CONDITIONS

It is the intent of the City to contract with a private Service Provider. All Service Provider representations, whether verbal, graphical or written, will be relied on by the City in the evaluation of the responses to this Request for Proposal. This reliance on the Service Provider's represented expertise is to be considered as incorporated into any, and all, formal Agreements between the parties.

PRINT THE WORDS "NO EXCEPTIONS" HERE \_\_\_\_\_ IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED IN THE TABLE BELOW ("RFP EXCEPTIONS") AND RETURNED WITH YOUR PROPOSAL IN THE APPROPRIATE SECTION.

IF YOU PROVIDED A SAMPLE COPY OF YOUR CONTRACT(S) YOU STILL NEED TO IDENTIFY IN THIS DOCUMENT ("RFP EXCEPTIONS") ANY AND ALL EXCEPTIONS YOU HAVE TO THE CITY'S TERMS AND CONDITIONS.

Company	
Authorized Individual Name and Title	
Telephone	
Email	
Address	

AUTHORIZED SIGNATURE

\_\_\_\_\_

DATE \_\_\_\_\_

**OTHER NOTES:**

## Exhibits

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### RFP EXCEPTIONS

Add any additional line items for exceptions as necessary and reference any explanatory attachments within the line item to which it refers.

	Reference	Exception	Reason	Alternate Approach
1				
2				
3				
4				
5				





# Exhibits

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## Exhibit E – Non-Disclosure Agreement



### NONDISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("the Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Kirkland, a municipal corporation of the State of Washington (the "City"), and \_\_\_\_\_, a \_\_ corporation ("the vendor").

Whereas, the Vendor <is the successful candidate/wishes to submit a proposal>for the <project name>; and

Whereas, the Vendor will need to review confidential information ("the Confidential Information") belonging to the City in order to be able to <prepare its proposal/complete this project>, which the City does not want disclosed; and

Whereas, in consideration for being allowed to see the Confidential Information so that it can prepare a proposal, the sufficiency of such consideration being hereby acknowledged, Vendor is willing to enter into this Non-Disclosure Agreement,

Now therefore, as evidenced by their signatures below, the parties hereby agree as follows:

1. The Vendor shall maintain and protect the confidentiality of the Confidential Information, the Vendor shall not disclose the Confidential Information to any person or entity and shall not challenge, infringe or permit or assist any other person or entity to disclose the Confidential Information or challenge or infringe any of the City's license rights, trade secrets, copyrights, trademarks or other rights respecting the Confidential Information.
2. Except pursuant to a written agreement between the parties, the Vendor shall not directly or indirectly, i) provide, make, use or sell, or permit or assist any other person or entity to provide, make, use or sell any services, devices or products incorporating any protected feature embodied in any of the Confidential Information; ii) apply for or seek to register, or otherwise attempt to create, establish or protect any patents, copyrights or trademarks with respect to any of the Confidential Information; or iii) use any name used by the other party, whether or not subject to trademark protection, or any confusingly similar name.
3. The Vendor shall not disclose the Confidential Information except to those persons employed by the Vendor, or its affiliates or subsidiaries, who have reasonable need to review the Confidential Information under the terms of this Agreement.
4. Vendor shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information.
5. Upon request by the City, Vendor shall immediately return any Confidential Information in its possession, including all copies thereof.

## Exhibits

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6. Notwithstanding other provisions of this Agreement, the Agreement does not restrict the Vendor with respect to the use of information that is already legally in its possession, that is available to the Vendor from other sources without violating this Agreement or the intellectual property rights of the City or that is in the public domain. Notwithstanding other provisions of this Agreement, this Agreement also shall not restrict the Vendor from providing, making, using or selling services, devices or other products so long as the Vendor does not breach this Agreement, violate the City's intellectual property rights or utilize any of the Confidential Information.
7. The covenants in this Agreement may be enforced a) by temporary, preliminary or permanent injunction without the necessity of a bond or b) by specific performance of this Agreement. Such relief shall be in addition to and not in place of any other remedies, including but not limited to damages.
8. In the event of a suit or other action to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and the expenses of litigation, including attorneys' fees, and expenses incurred to enforce this Agreement on any appeal.
9. The Agreement shall be governed by and construed in accordance with Washington law. The King County Superior Court or the United States District Court for the Western District of Washington at Seattle (if federal law is applicable) shall have the exclusive subject-matter jurisdiction of matters arising under this Agreement, shall have personal jurisdiction over the parties and shall constitute proper venue for any litigation relating to this Agreement.
10. For purposes of this Agreement, all covenants of the Vendor shall likewise bind the officers, directors, employees, agents, and independent contractors of the Vendor, as well as any direct or indirect parent corporation of the Vendor, direct or indirect subsidiary corporations of the Vendor and any other person or entity affiliated with or related to the Vendor or to any of the foregoing persons or entities. The Vendor shall be liable to the City for conduct of any of the foregoing persons or entities in violation of this Agreement to the same extent as if said conduct were by the Vendor.
11. The Vendor shall not directly or indirectly permit or assist any person or entity to take any action which the Vendor would be barred by this Agreement from taking directly.
12. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF KIRKLAND

\_\_\_\_\_  
<Company Name>

By: \_\_\_\_\_ By: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

### Exhibit F – City of Kirkland IT Vendor Security Policy

**Scope:** This policy applies to all vendors who do any form of work with the City of Kirkland that requires them to log into and utilize networked city systems. This is regardless of who the vendor is and which department they are working for or with. It also applies to staff with other municipal, county, state or federal entities.

**Provision:** When possible, this policy should be an addendum to existing contracts that require access to City of Kirkland networked systems. It may be signed separately when necessary.

**Duration:** This policy applies from the time a vendor signs its contract with the city through project completion or support contract termination.

1. Vendors with access to City data or systems shall provide their services in manner consistent with this policy and with standard security and related compliance policies such as PCI and/or HIPPA. If vendors have remote access into systems with City data, vendors shall ensure that the remote access is conducted from IT systems which have the latest security patches, anti-virus updates, and malware signatures using a secure connection (e.g. VPN).
2. Vendors should only expect to be provided with the minimum security levels required for the particular tasks that they are responsible for. Vendors should not anticipate an “always on” connection, and in most cases will have to request that any connection to the city’s network be turned on when they need to gain access.
3. Except in the case of an approved security audit and with prior written permission, vendors must not test, or attempt to compromise computer or communication system security measures. Incidents involving unapproved system cracking (hacking), password cracking (guessing), file decryption, software copying, or similar unauthorized attempts to compromise security measures may be unlawful, and will be considered serious violations of City of Kirkland policy. This includes hardware or software tools that could be employed to evaluate or compromise information systems security. Examples of such tools include, but are not limited to, those that defeat software copy protection, discover secret passwords, keyloggers, identify security vulnerabilities, or decrypt encrypted files. Similarly, without this type of approval, vendors are prohibited from using "sniffers" or any other hardware or software that monitors the traffic on a network or the activity on a computer.
4. Vendors shall abide by the following policies for passwords:
  - a. Network login passwords must be at least 8 characters long and include at least one number and one capital letter.
  - b. Passwords must be changed every 90 days.
  - c. The same password cannot be re-used within twenty password changes.
  - d. Passwords must not be written down or stored in systems except in encrypted applications designed to store passwords.
  - e. Passwords must not be shared among vendor staff.
  - f. Vendors should not use the same passwords for city and personal needs.

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- g. Other password protected systems will comply with above network login password policy when technically possible.
- 5. Vendors must report all security incidences to the appropriate City of Kirkland IT personnel, including any serious security breaches on their own network during the time they have userid/password access to the City of Kirkland's network within 24 hours of identifying the security incident.
- 6. City of Kirkland IT will provide an IT point of contact for vendors. This point of contact will liaise with the vendor to ensure they are in compliance with these policies.
- 7. Vendors working on certain types of systems or with certain data will need to have formal background checks completed. This includes but is not limited to all systems that fall under the purview of the Criminal Justice Information Services policies. It is the responsibility of the City of Kirkland IT to notify vendors who need a background check.

The following signature block must be completed any time that this agreement stands alone and is not a formal addendum to a current contract.

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Signature

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Signature

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Name

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Name

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City of Kirkland

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Organization

---

Date

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Date